

ORDINANCE NO. 12-72

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA ACCEPTING THE OFFER TO SELL AN UNIMPROVED 2.23-ACRE PARCEL OF LAND, CONSISTING OF 97,139 SQUARE FEET OF TOTAL AREA, LOCATED AT THE SOUTHWEST CORNER OF WEST 17 AVENUE AND WEST 76 STREET, HIALEAH, FLORIDA, FOLIO NO. 04-2026-001-0480, FOR THE SUM OF \$150,000.00 AND RATIFY THE CONTRACT FOR THE SALE AND PURCHASE OF THE PROPERTY WITH THE SELLER, DIAMOND FIELDS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1"; AND AUTHORIZING THE EXPENDITURE OF SUCH FUNDS TO PURCHASE THE PROPERTY, INCLUDING THE PURCHASE PRICE, AGREED-UPON CLOSING COSTS AND FEES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property owner Diamond Fields LLC offered to sell a 2.23-acre parcel of land located at the southwest corner of West 17 Avenue and West 76 Street, Hialeah, Florida to the City of Hialeah for the purchase price of \$150,000, after negotiations; and

WHEREAS, on or about September¹¹, 2012, the City of Hialeah and the property owner entered into an agreement for purchase and sale of the property subject to City Council approval and advertisement; and

WHEREAS, the City of Hialeah obtained one appraisal of the property, as required by section 166.045(1)(b), Florida Statutes, through Appraisal First Real Estate Appraisers, LLC, by state-certified appraisers, Frank Hornstein, MAI and Ileana Gibson, having the required credentials pursuant to section 253.025(6)(b), Florida Statutes; and

WHEREAS, according to Appraisal First Real Estate Appraisers, LLC, the fair market value of the offered property is \$165,000.00; and

WHEREAS, the offered price is less than the appraised price and it is in the best interest of the City to purchase this property, which the City intends to use the property,

together with the neighboring property, as a municipal park site emphasizes visual and performance arts and cultural heritage.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby accepts the offer to sell a 2.23-acre unimproved parcel of land, consisting of 97,139 square feet of total area, located at the southwest corner of West 17 Avenue and West 76 Street, Hialeah, Florida, Folio No. 04-2026-001-0480, for the sum of \$150,000.00 and ratify the contract for the sale and purchase of the property with the seller, Diamond Fields, LLC, a Florida limited liability company, a copy of which is attached hereto and made a part hereof as Exhibit "1"; and further authorizes the expenditure of such funds to purchase the property, including the purchase price, agreed-upon closing costs and fees.

Section 3: Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: Penalties.

Every person violating any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be assessed a civil penalty not to exceed \$500.00 within the discretion of the court or administrative tribunal having jurisdiction. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty described above, the

City may pursue other remedies such as abatement of nuisance, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 5: Severability Clause.

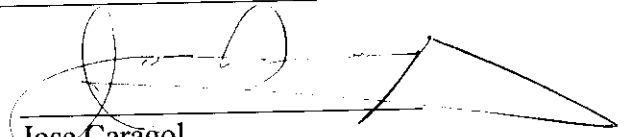
If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

Section 6: Effective Date.

This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

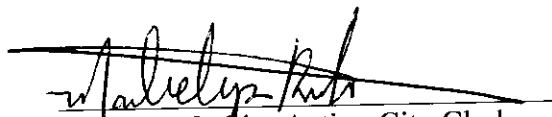
PASSED and ADOPTED this 23 day of October, 2012.

THE FOREGOING ORDINANCE
OF THE CITY OF HIALEAH WAS
PUBLISHED IN ACCORDANCE
WITH THE PROVISIONS OF
FLORIDA STATUTE 166.041
PRIOR TO FINAL READING.


Jose Caragol
Acting Council President

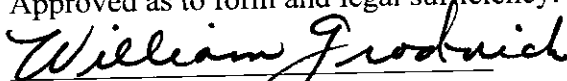
Attest:

Approved on this 24 day of OCT, 2012.


Marbelys Rubio, Acting City Clerk


Mayor Carlos Hernandez

Approved as to form and legal sufficiency:


William M. Grodnick, City Attorney

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Ordinance was adopted by a 5-0 vote with Council Members, Caragol, Casals-Munoz, Cue-Fuente, Hernandez and Lozano voting "Yes", Council Members Garcia-Martinez and Gonzalez absent.

Make a copy for file ; give original to City Clerk - + copy to Javier Collazo

wmg

GEORGE J. LOTT
MICHAEL D. LEVINE (1953-1993)

LOTT & LEVINE
ATTORNEYS AT LAW

DADELAND CENTRE, SUITE 1014
9155 SO. DADELAND BOULEVARD
MIAMI, FLORIDA 33156

TELEPHONE (305) 670-0700
FAX (305) 670-0701

January 14, 2013

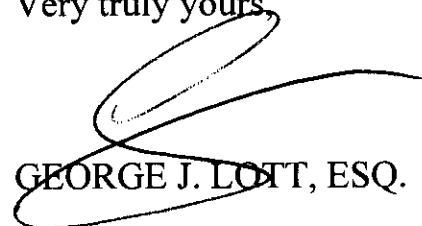
William M. Grodnick
CITY ATTORNEY
City of Hialeah
501 Palm Avenue
4th Floor
Hialeah, Florida 33010

Re: Purchase from Diamond Fields

Dear Bill:

I am pleased to enclose the original recorded Deed and Title Policy in connection with the above purchase.

Very truly yours,



GEORGE J. LOTT, ESQ.

GJL:amj

Enc.

OWNER'S POLICY OF TITLE INSURANCE

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:


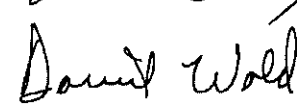
1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

(Covered Risks continued)

In Witness Whereof, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111



By  President
Attest  Secretary

SERIAL
OF6-8091755

Old Republic National Title Insurance Company

OWNER'S POLICY Schedule A

Policy No.:
OF6-8091755

Date of Policy:
November 21, 2012 @ 03:52 PM

Agent's File Reference:
12-079

Amount of Insurance: \$150,000.00

Premium: \$825.00

Address Reference: Folio #04-2026-001-0480, FL

1. Name of Insured: City of Hialeah, a Florida Municipal corporation
2. The estate or interest in the Land that is insured by this policy is: Fee Simple as shown by instrument recorded in Official Records Book 28368, Page 3233, of the Public Records of Miami-Dade County, Florida.
3. Title is vested in: City of Hialeah, a Florida Municipal corporation
4. The Land referred to in this policy is described as follows:

The South 160 feet of the North 195 feet of Tracts 9 and 10, CHAMBERS LAND COMPANY SUBDIVISION, according to the Plat thereof, recorded in Plat Book 2, Page 68, in the Southwest 1/4 of Section 26, Township 52 South, Range 40 East, less the East 25 feet thereof deeded to the City of Hialeah for roads in Official Records Book 5765, Page 668, of the Public Records of Miami-Dade County, Florida.

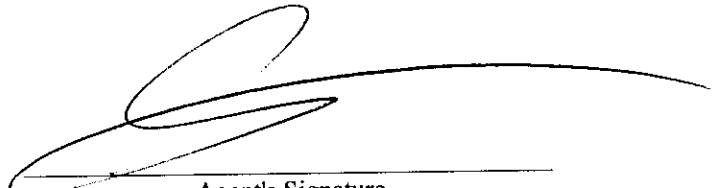
Old Republic National Title Insurance Company

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

Agent No.: 8229

Issuing Agent:

Lott & Levine
9155 South Dadeland Blvd.
Suite 1014
Miami, FL 33156


Agent's Signature
George J. Lott

Old Republic National Title Insurance Company

OWNER'S POLICY

Schedule B

Policy No.:
OF6-8091755

Agent's File Reference:
12-079

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. General or special taxes and assessments required to be paid in the year 2013 and subsequent years.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
4. Easements, or claims of easements, not recorded in the Public Records.
5. Any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land(s) insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
7. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Chambers Land Company Subdivision, as recorded in Plat Book 2, Page(s) 68, Public Records of Miami-Dade County, Florida
8. Ordinance No. 2025 recorded in O.R. Book 5765, Page 667, Public Records of Miami-Dade County, Florida.
9. Right of Way Deed to the City of Hialeah recorded in O.R. Book 5765, Page 668, Public Records of Miami-Dade County, Florida
10. Easement Grant to Florida Gas Transmission Company recorded in O.R. Book 12032, Page 842, Public Records of Miami-Dade County, Florida.
11. Environmental Quality Control Board Order No. 05-52, recorded in O.R. Boox 23983, at Page 3050, of Miami-Dade County, Florida.

(Covered Risks continued)

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

I. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured.

- (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
- (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks,

tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator (s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, Phone: (612) 371-1111.

**Old Republic National
Title Insurance Company**

OWNER'S
TITLE INSURANCE
POLICY



**For information about coverage or
assistance in resolving complaints,
call (612) 371-1111.**

**Offices at
400 Second Avenue South
Minneapolis, Minnesota 55401**



CFN 2012R0840229
DR Bk 28368 Pgs 3233 - 3237; (5pgs)
RECORDED 11/21/2012 15:52:38
DEED DOC TAX 900.00
SURTAX 675.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

LOTT & LEVINE

SUITE 1014

Return to:
Name: 9155 SO. DADELAND BLVD.
MIAMI, FLA. 33156

Address:

This Instrument Prepared by:

G. Frank Quesada, Esq.

Address:

1313 Ponce de Leon Blvd.
Suite 200
Coral Gables, Florida 33134

Folio No.

FOLIO NUMBER 04-2026-001-0480

WARRANTY DEED

THIS INDENTURE, made this 13 day of November, 2012, between DIAMOND FIELDS, LLC, a Florida limited liability company, grantor, 13000 NW 42nd Avenue, Miami, Florida 33054 and City of Hialeah, a Florida Municipal corporation, whose post office address is 501 Palm Avenue, Fourth Floor, Hialeah, Florida 33010, grantee.

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees.)

WITNESSTH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida, to-wit:

The SOUTH 160 feet of the North 195 feet of Tract 9 and 10, CHAMBERS LAND COMPANY SUBDIVISION, according to the Plat thereof, recorded in Plat Book 2, Page 68, in the Southwest $\frac{1}{4}$ of Section 26, Township 52 South, Range 40 East, less the East 25 feet thereof deeded to the City of Hialeah for roads in Official Records Book 5765, Page 668, of the Public Records of Miami-Dade County, Florida.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor covenants with Grantee that Grantor is lawfully seized of the land in fee simple; that Grantor has good right and lawful authority to sell and convey the land; that Grantor will fully warrant the title to the land and will defend the same against the lawful

Ord.
12-12

claims of all persons whomsoever, subject only to zoning and land use regulations, property taxes for 2012 (which are not yet due and payable) and all subsequent years, easements, covenants, conditions, restrictions, reservations, and other matters of record, none of which are deemed reimposed by this reference, existing zoning ordinances and other restrictions as may be imposed by applicable governmental authority.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Maria C. Novas

(Signature of Witness)

MARIA C. NOVAS

(Print Name)

Donna Horne Perez

(Signature of Witness)

Donna Horne Perez

(Print Name)

DIAMOND FIELDS, LLC, a Florida limited liability company

By Armando Mendez
Armando Mendez, Managing Member

13000 NW 42 Ave

Miami FL 33054

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Armando Mendez, well known to me to be the Managing Member of Diamond Fields, LLC, a Florida limited liability company, or who has produced personally known to me as identification and who did take an oath and acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 13 day of November, 2012.

Donna Horne Perez
NOTARY PUBLIC, State of Florida at Large

Donna Horne Perez
(Print Name)

My Commission expires: 10/31/16



CERTIFICATE OF LIMITED LIABILITY COMPANY
RESOLUTION AND INCUMBENCY

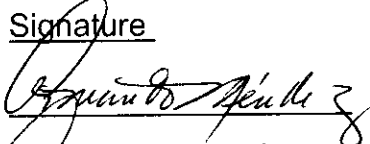

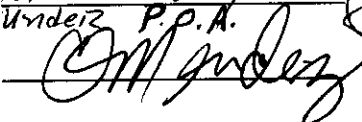
I, Armando Mendez, as Managing Member of DIAMOND FIELDS, LLC, a Florida limited liability company (the "Company"), and does hereby certify unto whom it may concern as follows:

1. The Company is authorized to transact business in the State of Florida, and that Armando Mendez is the Managing Member and Ignacio Mendez and Ovidio L. Mendez are the Members of the Company.

2. That no dissolution, bankruptcy or insolvency proceedings with respect to the Company or any of its Members have been commenced.

3. That the Articles of Organization for the Company, are true, complete, current and in full force and effect this date without modification.

4. The following are all the Members of the Company with their respective share of ownership in the Company.

<u>Member</u>	<u>Signature</u>	<u>Interest</u>
Armando Mendez		33 1/3%
Ignacio Mendez	 Under P.P.A.	33 1/3%
Ovidio L. Mendez		33 1/3%

5. That at a Special Meeting of the Members of the Company, duly called and held at the office of said Company on the 12th day of November, 2012, at which meeting a quorum was present and voted, the following resolution was adopted, to-wit:

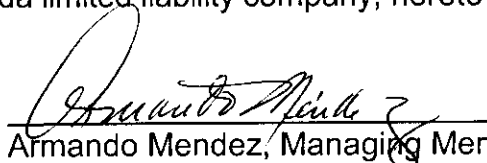
WHEREAS, it is to the best interest of the Company to sell the following described property to City of Hialeah, in connection with said sale:

SEE EXHIBIT "A"

NOW, THEREFORE, BE IT RESOLVED that Armando Mendez, as Managing Member of this Company is hereby authorized and directed to do whatever may be necessary to sell the above described property to City of Hialeah, pursuant to Commercial Contract and that the said Managing Member is hereby authorized and directed to execute in the name and on behalf of this Company, bill of sale, affidavits, and closing statements, and any and all other documents necessary and proper to carry into effect this resolution.

That the foregoing resolution is outstanding and has not been modified or rescinded. This Resolution may be executed in counterparts and all counterparts when taken together shall constitute one resolution. This resolution may be executed by facsimile. A facsimile copy shall have the same force and effect as an original executed document.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as Managing Member of Diamond Fields, LLC, a Florida limited liability company, hereto this 13 day of November, 2012.


Armando Mendez, Managing Member

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Armando Mendez, as the Managing Member of Diamond Fields, LLC, a Florida limited liability company, and who executed the foregoing instrument or who have produced personally known to me as identification and who did take an oath and acknowledged before me that they executed the same.

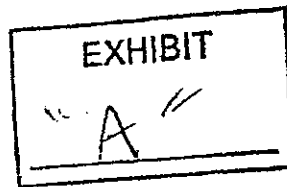
13 WITNESS my hand and official seal in the County and State last aforesaid this day of November, 2012.


NOTARY PUBLIC, State of Florida at Large

Donna Horne Perez
(Print Name)

My Commission expires: 10/31/16





The South 160 Feet of the North 195 feet of Tracts 9 and 10, CHAMBERS LAND COMPANY SUBDIVISION, according to the Plat thereof, recorded in Plat Book 2, Page 68, in the Southwest 1/4 of Section 26, Township 52 South, Range 40 East, less the South 10 feet thereof deeded to the City of Hialeah for roads in Official Records Book 5765, Page 668, of the Public Records of Miami-Dade County, Florida.

Return to:

Name:

Address:

This Instrument Prepared by:

G. Frank Quesada, Esq.

Address:

1313 Ponce de Leon Blvd.

Suite 200

Coral Gables, Florida 33134

Folio No.

FOLIO NUMBER 04-2026-001-0480

WARRANTY DEED

THIS INDENTURE, made this 13 day of November, 2012, between DIAMOND FIELDS, LLC, a Florida limited liability company, grantor, 13000 NW 42nd Avenue, Miami, Florida 33054 and City of Hialeah, a Florida Municipal corporation, whose post office address is 501 Palm Avenue, Fourth Floor, Hialeah, Florida 33010, grantee.

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees.)

WITNESSTH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida, to-wit:

The SOUTH 160 feet of the North 195 feet of Tract 9 and 10, CHAMBERS LAND COMPANY SUBDIVISION, according to the Plat thereof, recorded in Plat Book 2, Page 68, in the Southwest ¼ of Section 26, Township 52 South, Range 40 East, less the East 25 feet thereof deeded to the City of Hialeah for roads in Official Records Book 5765, Page 668, of the Public Records of Miami-Dade County, Florida.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor covenants with Grantee that Grantor is lawfully seized of the land in fee simple; that Grantor has good right and lawful authority to sell and convey the land; that Grantor will fully warrant the title to the land and will defend the same against the lawful

2-2
12-12

claims of all persons whomsoever, subject only to zoning and land use regulations, property taxes for 2012 (which are not yet due and payable) and all subsequent years, easements, covenants, conditions, restrictions, reservations, and other matters of record, none of which are deemed reimposed by this reference, existing zoning ordinances and other restrictions as may be imposed by applicable governmental authority.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Maria C. Novas

(Signature of Witness)

Maria C. Novas

(Print Name)

Donna Horne Perez

(Signature of Witness)

Donna Horne Perez

(Print Name)

DIAMOND FIELDS, LLC, a Florida limited liability company

By Armando Mendez
Armando Mendez, Managing Member

13000 NW 42 Ave
Miami FL 33054

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Armando Mendez, well known to me to be the Managing Member of Diamond Fields, LLC, a Florida limited liability company, or who has produced personally known to me as identification and who did take an oath and acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

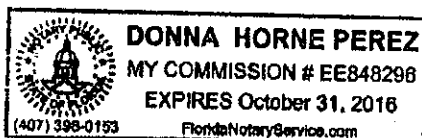
WITNESS my hand and official seal in the County and State last aforesaid this 13 day of November, 2012.

Donna Horne Perez
NOTARY PUBLIC, State of Florida at Large

Donna Horne Perez

(Print Name)

My Commission expires: 10/31/16



CERTIFICATE OF LIMITED LIABILITY COMPANY
RESOLUTION AND INCUMBENCY

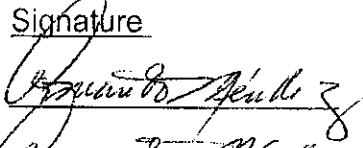
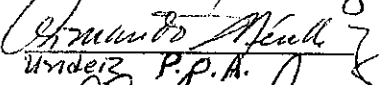
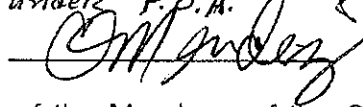
I, Armando Mendez, as Managing Member of DIAMOND FIELDS, LLC, a Florida limited liability company (the "Company"), and does hereby certify unto whom it may concern as follows:

1. The Company is authorized to transact business in the State of Florida, and that Armando Mendez is the Managing Member and Ignacio Mendez and Ovidio L. Mendez are the Members of the Company.

2. That no dissolution, bankruptcy or insolvency proceedings with respect to the Company or any of its Members have been commenced.

3. That the Articles of Organization for the Company, are true, complete, current and in full force and effect this date without modification.

4. The following are all the Members of the Company with their respective share of ownership in the Company.

<u>Member</u>	<u>Signature</u>	<u>Interest</u>
Armando Mendez		33 1/3%
Ignacio Mendez	 Ignacio Mendez P.P.A.	33 1/3%
Ovidio L. Mendez		33 1/3%

5. That at a Special Meeting of the Members of the Company, duly called and held at the office of said Company on the 12th day of November, 2012, at which meeting a quorum was present and voted, the following resolution was adopted, to-wit:

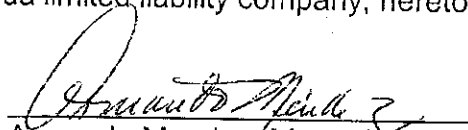
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SEE EXHIBIT "A"

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That the foregoing resolution is outstanding and has not been modified or rescinded. This Resolution may be executed in counterparts and all counterparts when taken together shall constitute one resolution. This resolution may be executed by facsimile. A facsimile copy shall have the same force and effect as an original executed document.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as Managing Member of Diamond Fields, LLC, a Florida limited liability company, hereto this 13 day of November, 2012.

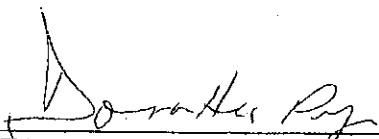

Armando Mendez, Managing Member

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

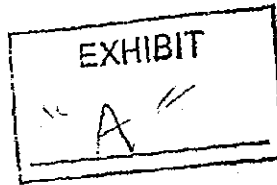
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13 WITNESS my hand and official seal in the County and State last aforesaid this day of November, 2012.


NOTARY PUBLIC, State of Florida at Large
Donna Horne Perez
(Print Name)

My Commission expires: 10/31/16





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